



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
[www.ladpw.org](http://www.ladpw.org)

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

October 6, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE MAINTENANCE – SOUTH AREA  
SUPERVISORIAL DISTRICTS 1, 2, AND 4  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that the work can be performed more economically by an independent contractor than by County employees.
3. Award the contract for Landscape Maintenance – South Area in the annual sum of \$773,848 to United Pacific Services, Inc., located in La Habra, California, and direct the Chair to execute the contract. This contract will be for a term of one year, commencing upon Board execution with two 1-year renewal options, not to exceed a total contract period of three years, plus a final contract year month-to-month extension of up to six months.
4. Delegate authority to the Director of Public Works to annually expend up to an additional amount equal to 15 percent of the annual contract sum to cover dump fees and any unforeseen, additional work within the scope of work of the contract.

5. Delegate authority to the Director to exercise each one-year renewal option if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions not exceeding a total of six months; for the convenience of the District; or to terminate the contract in accordance with its terms if, in the opinion of the Director, termination is in the best interest of the District to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This contract is for landscaping and grounds maintenance services to maintain the Los Angeles River, Compton Creek, Rio Hondo Channel, Ballona Creek and Dominguez Channel Earth Day Sites, and Centinela Creek. The work to be performed will consist of cutting seeded grass/wildflower; trimming and care of trees, shrubbery, and vines; and weed and litter control. Additional work includes operation and management of irrigation systems, rodent control, and monthly maintenance reports. Public Works has contracted for this service since 2002. The purpose of this action is to continue contracting for this service.

### **Implementation of Strategic Plan Goals**

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive and cost-effective manner.

### **FISCAL IMPACT/FINANCING**

This contract is for an annual amount of \$773,848, plus 15 percent to cover dump fees and for any unforeseen, additional work within the scope of the contract. This amount is based on the annual price quoted by the contractor.

Financing for this service is included in the Flood Control District's 2005-06 budget. In addition, should an unanticipated need arise in other Public Works funds, we will finance this service from the appropriate fund source. However, total annual expenditures for this service will not exceed the amounts approved by your Board, and services in funds other than the Flood Control District will not be ordered without the funding authorization of Public Works' Financial Management Branch. There will be no impact on net County cost.

Public Works has calculated the cost-effectiveness of contracting for this service using methods approved by the Auditor-Controller. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

There will be no cost-of-living adjustments.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contractor has properly executed the contract and County Counsel has approved as to form.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

This service is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Businesses) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

This contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Per County Code Sections 2.121.310 and 2.121.330, Public Works used the Request for Proposals (RFP) process (competitive negotiation) for this contract. Since this contract requires a high level of qualification, Public Works determined it was not practicable to use competitive sealed bidding. The contractor's financial statements were reviewed to ensure it is financially able to pay living wage during the entire contract period.

### **ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from CEQA as specified in Class 1, Sections (e), (j), and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

## **CONTRACTING PROCESS**

On April 7, 2005, Public Works solicited proposals from 480 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On May 9, 2005, nine proposals were received. The proposals were first reviewed to ensure that they met the mandatory requirements outlined in the RFP. All nine proposals met these mandatory requirements. The proposals were then evaluated by an evaluation committee consisting of Public Works staff. During the evaluation process, the evaluation committee disqualified two proposals. One was disqualified for failing to provide a work plan and the other for failing to provide the firm's financial statements. The committee's evaluation was based on criteria outlined in the solicitation document, which included price, references, experience, financial resources, and work plan. Pursuant to County Code Section 2.121.420, the highest scoring qualified proposer, United Pacific Services, Inc., was determined to be cost-effective. Therefore, it is recommended that this contract be awarded to United Pacific Services, Inc.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding employee notification of the Federal-earned income tax credit, contractor responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, the Safely Surrendered Baby Law, and the Charitable Contributions Certification.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance has been obtained from the contractor before any work is assigned. In addition, this contract requires that the contractor indemnify the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses, arising from or connected with the contractor's acts and/or omissions arising from and/or relating to this contract.

As requested by your Board, the contractor has submitted a safety record which reflects that activities conducted by the contractor in the past have been in accordance with reasonable standards of safety. In accordance with the Chief Administrative Officer's

The Honorable Board of Supervisors  
October 6, 2005  
Page 5

June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services which exceed the contract's approved amount, scope of work, and/or terms.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as this service has been contracted with the private sector.

**CONCLUSION**

One adopted copy of this letter and two executed original contracts are requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

LG  
P:\aspub\CONTRACT\Leticia\Landscape South Area\BL LandSouth.doc

Enc. 3

cc: Chief Administrative Office  
County Counsel